

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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THE CITY OF NEW YORK,

X

Plaintiff,

Case No.: 11-CV-3304 (RJH)

-against-

AMERICAN MOTORISTS INSURANCE  
COMPANY, as successor in interest to CARLISLE  
INSURANCE COMPANY, and WESTCHESTER  
FIRE INSURANCE COMPANY,

**DEFENDANT'S INITIAL  
DISCLOSURE PURSUANT  
TO F.R.C.P. 26(a)(1)(A)**

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Defendants.

X

Defendant American Motorists Insurance Company, as successor in interest to Carlisle Insurance Campany ("AMIC"), by and through its attorneys, Clausen Miller P.C., makes the following initial disclosures pursuant to F.R.C.P. Rule 26 (a)(1)(A). These initial disclosures are based on information reasonably available to Defendant at this time. Defendant reserves the right to supplement these disclosures at any time, should additional information become available.

**A. Witnesses**

Defendant identifies the following persons who are likely to have discoverable information that Defendant may use to support its claims and defenses:

1. Joseph Feichtel  
Executive Claims Examiner  
Markel  
4521 Highwoods Parkway  
Glen Allen, VA 23060  
(804) 273-1400 (to be contacted through counsel)

**B. Documents**

Defendant identifies the following documents in its present possession, custody or control that it may use to support its claims and defense:

1. Commercial General Liability Policy No. GLP1001078, issued by Carlisle Insurance Company to Diamond Asphalt Corporation (“Diamond”), covering the period from February 4, 1995 to December 4, 1996 (the “Primary Policy”; attached as an Exhibit to AMIC’s answer and counterclaim);
2. Commercial Umbrella Policy No. CUA-102714-0, issued by Westchester to Diamond, covering the period from February 5, 1996 to December 4, 1996 (the “Excess Policy”);
3. The claims file maintained by Markel, claims handler for AMIC regarding the Primary Policy, including: documents relating to settlement of the *Rivera v. City of New York* action by AMIC on behalf of Diamond.

Defendant also identifies the discovery and pleadings in the underlying action, *Rubin Rivera v. The City of New York, Diamond Asphalt, et al.*, in the Supreme Court of the State of New York, Bronx County, Index No. 7931/98.

**C. Damages**

Not applicable.

**D. Insurance.**

A copy of the Primary Policy was attached as an exhibit to AMIC’s answer and counterclaim. A copy of the Excess Policy was attached as part of Westchester Fire Insurance Company’s Notice of Removal in this case.

**E. Experts and Opinions**

None identified at this time.

Dated: New York, New York  
October 17, 2011

Yours, etc.

CLAUSEN MILLER P.C.  
Attorneys for Defendant  
American Motorists Insurance Company,  
As successor in interest to

Carlisle Insurance Company  
One Chase Manhattan Plaza  
New York, New York 10005  
(212)805-3900

By:

  
Steven J. Fried, Esq.

**CERTIFICATE OF SERVICE**

I, STEVEN J. FRIED, hereby certify and affirm that a true and correct copy of the attached DEFENDANT American Motorists Insurance Company, as successor in interest to Carlisle Insurance Company's INITIAL DISCLOSURE PURSUANT TO F.R.C.P. 26 (a)(1)(A), was served via Electronic Mail on this 17<sup>th</sup> day of October, 2011 upon the following:

To: Aaron Bloom  
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